



**301 HOWARD STREET
TENANT INFORMATION MANUAL**



**DIVCO WEST
Office of the Building
301 Howard Street, Suite 840
San Francisco, CA 94105
(415) 287-4800**

Dear Tenant:

It is our pleasure to welcome you to 301 Howard Street. We extend our best wishes for success in your new officespace.

We provide a wide range of services and facilities which we believe will accommodate your needs and make your occupancy as pleasant and comfortable as possible. This booklet is designed to outline those services and facilities for you.

Should you need additional copies of this booklet or if you have any questions relative to your tenancy, please contact the Building Office.

Carolyn Michaelis, Property Manager
David Bermudez, Asst. Property Manager
Chuck Pitman, Chief Engineer
Robert Kehl, Assistant Chief Engineer
Kevin Lee, Engineer

The Management Team of 301 Howard Street

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MANAGEMENT AND MAINTENANCE

Building Management

Divco West
301 Howard Street, Suite 840
San Francisco, CA 94105
Phone (415) 287-4800

Building Office Staff

Carolyn Michaelis, Property Manager

David Bermudez, Asst. Property Manager

Engineering Department

Chuck Pitman, Chief Engineer
Robert Kehl, Assistant Chief Engineer
Kevin Lee, Engineer

Matters concerning Building Operations should be referred to the Building Office between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday at 415-287-4800. Should encounter an after- hours building emergency, please call our 24-hour security desk at 415-936-3794

INFORMATION NEEDED TO HELP COORDINATE YOUR MOVE-IN

1. Anticipated move-in date:

2. Moving Company name and contact information:

3. Expected arrival time and duration of move:

4. Contact information for employee in charge of the move:

5. Number of keys needed:

6. Anticipated deliveries of new furniture:

Return of Tenant Information Forms (attached) to the Building Office.

Divco West
301 Howard Street, Suite 840
Forms to be submitted to 301howard@divcowest.com

MOVE-IN GUIDELINES

MOVING IN

The keys to your office will be provided to you by the Property Manager on or before the day you move in. The Property Manager or a designate will be happy to answer any questions you may have. Extra keys may be requested through the Building Office for an additional fee.

PRIOR ARRANGEMENTS

All equipment and furniture deliveries should be coordinated with the Building Office well in advance of such activity. An authorized representative of the Tenant must be present when the move begins to provide movers access to the Suite. Any company contracted by the Tenant to work within the Building must provide the Building Office with a Certificate of Insurance prior to the commencement of any work.

Moves must occur outside of Building hours.

LOADING DOCK ACCESS

Limited loading dock space is available Monday through Friday, 6:00 am to 6:00 pm. Any move and/or deliveries must occur between the hours of 6:00 pm – 6:00 am or any time on weekends and holidays. Prior arrangements with the Building Office for all deliveries/moves and scheduled work must be made before a vendor/contractor will be allowed access.

The loading dock is available for loading and unloading on a first come, first serve basis. During business hours (6:00 am to 6:00 pm) there is a 20-minute maximum parking time for loading and unloading only.

Loading and unloading requiring longer than 20 minutes must be arranged 24 hours in advance with Building Management.

ELEVATOR

The Freight Elevator may be reserved for any move by contacting the Building Office at least 24 hours in advance. Freight Elevator dimensions are as follows: **Door** 42"W x 84"H **Cab** 63"W x 117"H x 74"D. Use of passenger elevators is not permitted at any time during moves.

PROTECTION OF BUILDING'S COMMON AREAS

Suitable protection must be provided to protect walls, doors, freight elevator and elevator lobbies. Carpet protection from the freight elevator to Tenant spaces must be provided either with plywood or Masonite. Walls and doors must be protected leading to Tenant spaces. Cover boards must be provided in elevator lobbies and corridors. Walk-off plates must be provided to protect door thresholds.

Broken safety edges, broken doors, damaged controls, or any other damage which occur during any move will be repaired by the Building's designated contractor at the Tenant's expense.

CLEAN-UP

It is the responsibility of the Tenant to dispose of materials used to protect the Building's common areas during any move. Plywood, Masonite, tape, pads, corner boards, empty containers, boxes and carts must

be removed from public areas (corridors, elevators, lobby, etc.) prior to the next business day.

SAFETY PRECAUTIONS

It shall be the responsibility of the mover/Tenant to perform the move in the safest manner possible, avoiding blocking of Building corridors, entrances and exits. Additional Building security and janitorial personnel are available upon request, at the Tenant's expense.



Tenant Contact Information Form

Please complete this form in its entirety, and complete the appropriate sections whenever changes in authorized persons occur within your organization. Thank you.

General Company Information		
Tenant: _____		
Main Office Phone: _____	Office _____	Fax: _____
Date: _____	Approximate # of Employees at this site: _____	
Suite Number(s): _____		

Business Hours		
*Please indicate your normal working hours, including weekends and any other hours you anticipate.		
From: _____	To: _____	Days: _____

Suite Information		
Does your Suite have an Alarm?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, please provide the code: _____		
Is there a separate code for Janitorial Company?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, please provide the code: _____		

Primary Contact Person for Building Operations & Notifications

Name: _____

Title: _____

E-Mail Address: _____

Desk Phone: _____ **Cell Phone:** _____

Secondary Contact Person for Building Operations & Notifications

Name: _____

Title: _____

E-Mail Address: _____

Desk Phone: _____ Cell Phone: _____

Executive/Leasing Contact

Name: _____

E-mail Address: _____

Phone Number: _____ Fax Number: _____

Accounting Contact

Name: _____

E-mail Address: _____

Phone Number: _____ Fax Number: _____

BillingAddress: _____

Email Rent Statements to: _____

InsuranceContact

*Please list the person we would contact regarding Certificates of Insurance for your Company

Name: _____

E-mail Address: _____

Phone Number: _____ Fax Number: _____

Employees Authorized to Create Work Orders

*	Name	E-mail	Phone Number
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

* Check this box if this person is also allowed to authorize Bill-Back Expenses

Emergency Contact Information

Please list below the names and phone numbers of at least two (2) persons who are to be contacted in case of an emergency after working hours.

*	Name	E-mail	Mobile Phone	Alternate Phone
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

* Check this box if this person is authorized to make building security decisions.

Please return completed form to:
 DivcoWest Real Estate Services, Inc
 301 Howard Street, Suite 840
 San Francisco, CA 94105
 Email: 301howard@divcowest.com



301 Howard

Emergency Data Information Form

Company Name: _____

Date: _____

Suite: _____

Floor Warden Designation

Position	Name	Phone Number
Floor Warden		
Deputy Warden		
Searcher		
Elevator Lobby Monitor		
Stairwell Monitor		

Occupants with Special Training

Name	Phone Number	CPR	First Aid

Occupants with Disabilities

Occupant Name & Location	Nature of Disability	Phone Number	Assigned Assistants (2)

Note: Keep all lists current. If an occupant with special training or a disabled person leaves or joins your employ or if a new Customer, Deputy or Assistant Warden is assigned, please notify the management office immediately.

Please complete and return this form to 301howard@divcowest.com



BADGE ACCESS / PHOTO ID REQUEST

Date: _____

Company Name: _____

Suite: _____

Employee Name: _____

Access Card #: _____

Employee Signature: _____

Employee Email: _____

Office Manager Signature: _____

Circle One: New / Replacement

YES

NO

Did you submit a photo?

Do you require 24/7 access to the Building?

Do you require access to the Mail Room?

Do you require bike door access?

Do you require access to the bicycle storage room?

Do you require access to the Amenity Lounge?

Do you require access to the Fitness Center?

**LOST OR REPLACEMENT CARDS CARRY A \$25.00 FEE.
THE CHARGE WILL BE BILLED BACK TO YOUR COMPANY.**

AMENITY LOUNGE ACCESS AGREEMENT

Rules, Regulations and Restrictions

1. Availability

The Lounge is located on the first floor at 301 Howard Street. The facility will be reserved on a first-request basis during the hours of 5:00 a.m. to 10:00 p.m., Monday - Friday. When planning activities, be sure to allow for set-up and clean-up within the hours of availability.

Reservations for the Lounge can be made through Building Engines. Contact the Building Management office for more information.

Please be sure to inform the Building Management Office of any cancellations which will provide the opportunity for usage of the facilities by other tenants. Building Management assumes no responsibility for conflicts or non-availability.

2. Maximum Number of Guests

There is a maximum occupancy of one hundred and nineteen (119) people in the lounge.

3. Usage

The facility may be used for a Tenant's Company Function only. Non-tenants are prohibited from use. A pre and post walk-through checklist will be performed by the Landlord and the tenant prior to an event. The checklist must be signed off in order for the reservation to be valid.

4. Tenant's Responsible Person

Tenant shall designate a responsible person to oversee proper use of the facility. The responsible person will also be in charge of clean-up.

5. Facility Furnishings and Equipment

Relocation of any facility furnishings and/or equipment requires Landlord's prior consent. Any furnishings and/or equipment relocated by Tenant are to be returned by Tenant to its original location. Furnishings and/or equipment relocated by Landlord at Tenant's Request will be returned by Landlord.

Tenant is responsible to provide their own equipment, materials, decorations, food, beverages, serving utensils, dishes, glassware, silverware, napkins, and other supplies. Items may be stored during an event only. Items left after an event will immediately be discarded.

Vendors including catering must supply a valid certificate of insurance (COI) prior to an event. In addition, if alcoholic beverages will be served by the tenant, an alcohol rider or liquor liability must be provided to the landlord prior to an event. Should an alcohol rider or liquor liability not be supplied by the tenant, the reservation will not be valid. For more

information regarding COI requirements and how to obtain an alcohol rider, contact the Building Management office.

6. Clean-Up

All items brought in to the facility by Tenant for its function are to be removed by Tenant at the conclusion of the event. These items include, but are not limited to, equipment, meeting materials, decorations, food, beverages, serving utensils, dishes, glassware, and silverware. Trash must be put into appropriate trash containers to be picked-up that evening. Routine janitorial service will be provided by Landlord. User shall be responsible for any costs incurred by Owner to clean the area following the event. Owner will invoice User for any excess janitorial costs and User will submit payment within fifteen (15) days of receipt of any invoice

7. Responsibility

Tenant assumes full responsibility for the proper use and care of the facility from the time the facility was made available to Tenant until the time at which Tenant leaves the facility. Any loss or damage resulting from Tenant's use of the facility shall be corrected by Landlord at Tenant's sole cost and expense.

The use of open flame including but not limited to sternos, candles etc., is strictly prohibited.

8. Internet Connectivity/Audio Visual Equipment

Wifi is available in the lounge by using:
Wifi Network Name: 301HowardAmenityCenter
Passcode: !@#Howard301

Access to audio visual equipment must be through the access ports provided by the TV. Rewiring and/or configuring of audio visual equipment is strictly prohibited.

9. After-Hours HVAC

The Building's HVAC System is available during the hours of 6:00 a.m. to 10:00 p.m., Monday – Friday, excluding Saturday, Sunday and nationally recognized holidays. If After-Hours HVAC is needed, Tenant must contact the Building Management office to request cooling and state the hours needed. Cost for After-Hours HVAC will be at the sole expense of the Tenant in which the Landlord will bill back for usage.

10. After-Hours Building Access

The Building is secured after business hours Monday through Friday from 6:00 p.m. to 7:00 a.m. and all day on Saturday, Sunday and nationally recognized holidays. Access to the building may be obtained solely by a valid building access card. Tenant will be responsible for its employees and/or invitees for after-hours access. At no time are the building's doors to be propped open and/or tampered with to provide access. Building doors must be secured at all times.



ACCESS TO AND USE OF THE AMENITY LOUNGE IS RESTRICTED TO THE PERSONS WHOSE SIGNED AMENITY ACCESS AGREEMENT ARE ON FILE IN THE PROPERTY MANAGER'S OFFICE. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE ABOVE.

_____	_____
Tenant Name (Please Print)	Company Name
_____	_____
X	
Tenant Signature	Suite Number
_____	_____
Date	E-mail Address
_____	_____
Business Telephone	Access Card Number

X	
Employer Authorization (Signature)	

FITNESS CENTER WAIVER AND RELEASE

301 HOWARD STREET, SAN FRANCISCO, CALIFORNIA

THIS IS A RELEASE. READ IT CAREFULLY AND SIGN BELOW.

We are pleased to offer the tenants of 301 Howard (the "Building") the use of an on-site Fitness Center. The Fitness Center is located on the first floor of the Building. Building ownership reserves the right, in its sole and absolute discretion, to relocate the Fitness Center, or temporarily or permanently close the Fitness Center.

In order to gain access to the Fitness Center, you must first review and agree to the Waiver and Release Form. Please complete the Fitness Center Waiver and Release Form and submit the document to your Office Manager for authorization. The Property management office will process and keep a record on file.

The Rules and Regulations may be changed from time to time. All capitalized terms shall have the meanings given to such terms in the Waiver and Release Form to which these Rules and Regulations are attached. Sign off of new rules may be required for continued use of the Fitness Center. Current Rules and Regulations are available at the Property Management office.

By signing below, I acknowledge that I have read, understand and agree to abide by the above rules and regulations regarding the Fitness Center. I understand my failure to follow any of these rules may result in cancellation of my Fitness Center use privileges.

The release states, among other things, that there may be risks involved in connection with your use of the 301 Howard Fitness Center (the "Fitness Center"). If you should get hurt or die or should your property be damaged, lost or stolen, you will not make a claim against, sue or expect Divco West Real Estate Services, LLC, Divco West Services, LLC, Divco West Real Estate Services, Inc., Divco West Acquisitions, LLC, DW Cal, LLC, DW Cal 301 Howard, LLC, DivcoWest DW Cal Operator, LLC, DivcoWest DW Cal Investor, LLC, DivcoWest DW Cal Incentive Vehicle, LLC, California State Teachers' Retirement System (CalSTRS) and their respective officers, directors, employees, agents, representatives, parents, subsidiaries, affiliates and assigns (collectively, the "Landlord Parties") to pay for or be responsible for any such losses, damages or injuries in connection with your use of the Fitness Center. In addition, if your activities at the Fitness Center cause damage to the property of any of the Landlord Parties or expose any of the Landlord Parties to liability of any kind or nature, you will be responsible for all costs, expenses, and liabilities in connection therewith.

In consideration for the right to use the Fitness Center, I hereby agree to the following terms and conditions:

1. I agree to assume all responsibility for any and all risks associated with my use of the Fitness Center and all equipment and facilities provided therein, including, without limitation, any psychological injury, personal injury, death or damage to my person or theft, loss or misappropriation of my property that I may experience in connection with my use of or presence in the Fitness Center. I understand that there is no attendant or supervisor present in the Fitness Center and that none of the Landlord Parties makes any representation or warranty regarding the Fitness Center, including, without limitation, the quality of the machines, equipment or facilities, and I understand that I am assuming all risks associated with my use of the Fitness Center. All personal property that I may bring into the Fitness Center shall be brought in at my own risk, and no Landlord Party shall be liable for any damage thereto or for the theft or misappropriation thereof. I hereby release the Landlord Parties from any and liability therefor, and from any and all claims for damages, causes of action, costs, losses and judgments (including attorneys' fees) that I now have or may claim to have against the Landlord Parties, arising from or in connection with my use of or presence in the Fitness Center, including, without limitation, physical and psychological injury or damage, death and loss or damage of any personal property. I fully waive, release and covenant not to sue or assert any claim against any Landlord Party for any damage or injury, foreseen or

unforeseen, including physical or psychological injury, death, and/or loss or damage to my property resulting from or caused by my use of or presence in the Fitness Center.

2. As further consideration for my use of the Fitness Center, I hereby agree to protect, defend, indemnify and hold harmless the Landlord Parties from and against any and all claims by or on behalf of any person, firm or corporation arising by reason of injury or death to persons or injury, loss or damage to property occurring at the Fitness Center caused in whole or in part by any act or omission on my part.

3. I am aware of and agree to comply with the rules and regulations established for the use of the Fitness Center and agree to comply with any subsequent modifications thereto. I understand that the management of 301 Howard reserves the right to revoke my privileges with respect to the Fitness Center at any time if I fail to comply with the rules and regulations or the terms of this release.

4. I understand that I shall no longer be entitled to use the Fitness Center should I no longer be employed by a tenant of 301 Howard street, San Francisco, CA 94105.

5. I agree that the right to use the Fitness Center is for myself only, and I shall not invite or permit anyone else, including any personal trainer, to enter the Fitness Center or use my access key fob.

6. I understand and acknowledge that it is advisable to consult a physician prior to commencing any physical exercise program. Persons with physical limitations may be at increased risk of injury or death by using the Fitness Center. I warrant that I am in good health and have no physical condition that would place me at increased risk of injury or death by using the Fitness Center.

7. I understand that this is a release of all claims, which is binding on myself, my heirs, family, representatives and assigns. I voluntarily sign my name as evidence of my acceptance of all the provisions set forth herein. I have been encouraged to seek legal counsel prior to signing this release.

8. In order to gain access to the Fitness Center, you must review and agree to the

RULES AND REGULATIONS set forth below:

- a. Use. The Fitness Center is for the sole use of current employees of the tenants of the Building, and no guests shall be permitted, including, without limitation, personal trainers. Any tenant employee who has properly executed this Waiver and Release form underlining the Fitness Rules and Regulations, may use the Fitness Center. The Fitness Center and related equipment and facilities shall be used solely for its respective intended use and purpose.
- b. Authorized Access. Each authorized individual must swipe his or her key fob on the card reader to enter the Fitness Center. Do not allow another individual to “piggy back” or enter the Fitness Center without using his or her own authorized key fob. For the Fitness Center to remain an amenity of the Building, it is necessary for all individuals to strictly adhere to the following processes: Doors are not to be propped open at any time, and guests, including personal trainers, are not allowed in the Fitness Center. Access to enter the Fitness Center will be revoked upon the occurrence of any of the following events: (i) upon termination of an authorized individual’s employment with a tenant, (ii) notification from an authorized individual’s employer that the individual is no longer employed, (iii) expiration or termination of an individual’s employer’s tenancy, or (iv) breach of any of these Rules and Regulations or the Waiver and Release Form by an employee otherwise permitted to have access to the Fitness Center. Upon revocation of access, the key fob must be returned to the Property Management Office.
- c. Lockers and Showers. Lockers will be provided for those permitted to use the Fitness Center for daily use on a first come basis and shall be used only in connection with use of the Fitness Center. Locker must be emptied after your work out; no overnight use or use of a locker when not using the Fitness

Center shall be permitted at any time. Personal items remaining in the locker room after closing are subject to permanent removal and disposal. Lost and found items will be held in the Property Management Office for a maximum of 24 hours, if items are not claimed within the 24-hour period, they will be donated to charity or disposed of. Any user of the Fitness Center consents to such disposition of his or her personal property. The showers are made available for use only in conjunction with the Fitness Center. Fitness equipment is not allowed in the shower rooms nor is removal of equipment such as hair dryer and the like. Soiled towels are to be placed in the bins provided in the shower rooms. In times of water shortages or drought, the availability of shower use may be curtailed.

- d. Operation. The Fitness Center shall be accessible only during designated operating hours of 5 AM - 10 PM, Monday through Friday (closed Saturday, Sunday and Holidays). The Fitness Center is subject to closure for repair, cleaning or emergency. The ownership may change the Fitness Center hours of operation from time to time at its sole discretion.
- e. Clothing. Users of the Fitness Center must wear clean and appropriate attire while in the Fitness Center and while going to and from the Fitness Center. Shirts, shorts or sweat suits and athletic shoes must be worn at all times while using the Fitness Center equipment.
- f. Conduct. Any conduct, which unreasonably interferes with the use or enjoyment of the Fitness Center by another person, or disrupts or interferes with the safe, orderly and efficient operation of the Fitness Center and related equipment and facilities, is strictly prohibited. Cellphones or other devices that play music, film or broadcast television shall not be used without headphones. Any person in violation of this section may be subject to immediate and permanent expulsion from the Fitness Center.
- g. Equipment. Owner reserves the right to make reasonable changes to the type or quantity of equipment offered in the Fitness Center. Do not drop or bang equipment. Continued complaints regarding noise from misuse of the equipment may result in Fitness Center suspension or expulsion. Fitness equipment is not to be removed from the fitness center including but not limited to free weights, mats and towels.
- h. Tobacco and Alcohol. Consumption of any tobacco products or alcohol while in the in the Fitness Center is strictly prohibited.
- i. Solicitations and Petitions. Solicitation for the sale of any product or service or collecting for any charitable organization or collecting signatures for any petition of any kind in the Fitness Center is strictly prohibited.
- j. Identification. Users must present their key fob, upon request by Property Management or security personnel. Failure to present the key fob may result in expulsion from the Fitness Center. The Landlord Parties shall assume no responsibility for lost or stolen key fobs. There is a one-time cost of \$25.00 for a Fitness Center key fob, however, if you already have a building key fob Fitness Center access will be added on to your existing key fob at no cost. If a replacement key fob is needed, please contact the Property Management Office. Replacement key fobs are \$25.00 per key fob.
- k. Maintenance. Fitness Center users must notify the Property Management Office immediately if they discover any unsafe or hazardous defect, breakage of equipment or unfavorable condition relating to the Fitness Center or the fitness equipment or facilities by emailing the Property Management Office at 301howard@divcowest.com.

- l. Food and Beverages. Food and beverages (except for water) are prohibited and shall not be brought into or consumed in the Fitness Center. Water in a container (glass containers are not permitted) with a closed lid may be consumed within the FitnessCenter.
- m. Other Facilities. All Rules and Regulations indicated here shall also apply to the shower and locker facilities.
- n. Maintenance. No user shall leave trash, debris or articles of clothing in the Fitness Center or in the locker facilities. All such debris will be disposed of at closing.
- o. Damages or Theft. Any damage or theft to Fitness Center’s equipment, property or facilities will be paid for by the individual(s) responsible.
- p. Personal Property. The Landlord Parties assume no liability for personal property, including, clothing, jewelry or other valuables, brought into or stored in the Fitness Center or locker facilities. Each user assumes all liability and responsibility for any loss or damage to any such personal property, clothing, jewelry or other valuables or items of personal property.
- q. No Liability of Personal Health Welfare. Consult a physician before using the Fitness Center and equipment. The Landlord Parties assume no responsibility for personal injury, including, death, or damage to persons or property occurring in the FitnessCenter.

ACCESS TO AND USE OF THE FITNESS CENTER IS RESTRICTED TO THE PERSONS WHOSE SIGNED RELEASE AND WAIVER FORMS ARE ON FILE IN THE PROPERTY MANAGER’S OFFICE.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE ABOVE.

Tenant Name (Please Print)

Company Name

 X

Tenant Signature

Suite Number

Date

E-mail Address

Business Telephone

Access Card Number

 X

Employer Authorization (Signature)

Bicycle Storage Room Use Agreement

301 Howard Street

Company (Employer Name): _____ Suite: _____

Authorized Requestor: _____

Bicycle Holder First Name: _____

Bicycle Holder Last Name: _____

Phone Number: _____ Email: _____

- 1. Waiver of Claims.** By executing this agreement, I hereby acknowledge and agree that my use of the bicycle storage room (the "**Bicycle Storage Room**") located in the building at 301 Howard Street, San Francisco, California 94105 commonly known as 301 Howard Street (the "**Building**") is (a) voluntary and at my own risk, and (b) non-exclusive and subject to the rights of others to use the Bicycle Storage Room on a first-come, first-served basis. In consideration for my being permitted to use the Bicycle Storage Room, I hereby release and discharge the owners and managers of the Bicycle Storage Room and the Building (collectively, "**Management**") and their respective partners, members, principals, officers, directors, agents, employees, contractors, successors and assigns (collectively, "**Released Parties**") from, and agree to hold any and all of the Released Parties harmless against, any claim, demand, liability, cause of action or suit of any kind or nature, whether resulting from the negligence of the Released Parties or otherwise (including without limitation, strict liability), arising out of, resulting from or incident to my use or occupancy of the Bicycle Storage Room (collectively, "**Released Liabilities**"). I waive any claim I may have against the Released Parties in connection with any of the Released Liabilities and agree not to sue or make any claims of any nature whatsoever in any court, agency, or other forum or proceeding against any Released Parties in connection with any of the Released Liabilities. I further agree that the Released Parties shall not be responsible or liable to me for any articles damaged, lost or stolen in or about the Bicycle Storage Room, or for loss or damage to any property.

With respect to the releases set forth in this Waiver of Liability, I acknowledge that I have been advised by legal counsel and am familiar with the provisions of California Civil Code Section 1542 which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

THE UNDERSIGNED, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVE ALL RIGHTS THEY MAY HAVE THEREUNDER, AS WELL AS ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT PERTAINING TO THE RELEASES SET FORTH HEREIN.

- 2. Term; Termination; Charges; Membership Agreement.** I acknowledge and agree that (a) Management's permission for me to use the Bicycle Storage Room (i) will automatically terminate on the last day of my employment at the company named above, and (ii) may be terminated by Management, in its sole discretion, upon my violation of any of the Rules and Regulations (defined in Section 3 below); and (b) although I may not initially be charged a fee for use of the Bicycle Storage Room, Management may, at any time after the date hereof, require me to pay a fee, increase any current or future fee, or require me to execute an agreement for such use.
- 3. Rules and Regulations.** I agree to comply with the following rules, regulations and policies, as they may be reasonably modified or supplemented from time to time by Management (collectively, the "Rules and Regulations").
 - A. Use of the Bicycle Storage Room is on a first-come first-served basis. Management does not guarantee that space will be available in the Bicycle Storage Room.

- B. Motorized bicycles and/or scooters are strictly prohibited.
- C. Each user of the Bicycle Storage Room ("User") shall provide his or her own lock.
- D. No guests will be permitted to use the Bicycle Storage Room.
- E. Use of the Bicycle Storage Room shall be limited to the hours designated by Management. Management shall have the right, in its sole discretion, to alter the hours of use of the Bicycle Storage Room at any time.
- F. The Bicycle Storage Room is for day use only and is not intended for overnight storage. Bicycles left in the storage room after 10:00 pm will be tagged and removed by Building security. Tenants will have 24-hours from the time of removal to claim their bicycle through the Building Management office prior to being donated.

4. The description of the bicycle must include a photo for Building Management to identify the tenant's property.

Bicycle Description

Personal Information:

Tenant Name: _____

Company: _____ Suite # _____

Date: _____

Bicycle Information:

Brand: _____

Color: _____

Type [Pick one]: (Road Bicycle/Mountain Bicycle/Cruiser)
Motorized bicycles and/or scooters are strictly prohibited

Date of Bicycle Photo Submitted (Required): _____

Distinct Features (if any):

The Bicycle Storage Room does not permit overnight storage. Bicycles left in the storage room after 10:00 pm will be tagged and removed by Building security. Tenants will have 24-hours from the time of removal to claim their bicycle through the Building Management office prior to being donated.

Tenants can claim their bicycle through Building Management by completing and submitting the Bicycle Claim Form within the allotted 24-hour time frame.

Tenant Signature: _____

Date: _____

The following table outlines the roles and responsibilities of the Emergency Response Team Members. All the following roles are appointed by you, the tenant;

Emergency Response Team Members	Description	Key Responsibilities
<p>Floor Wardens (2 per full floor, 1 for ½ floor or smaller office)</p>	<ul style="list-style-type: none"> ▪ Manages the evacuation of the assigned suite and common areas of the floor. ▪ Appointed by the tenant. 	<ul style="list-style-type: none"> ▪ Organizes and directs the Tenant Emergency Response Team for the assigned suite and common areas of the floor. ▪ Ensures all areas on their assigned floor are evacuated. ▪ Keeps Property Team informed of any change to the list of individuals requiring special assistance, as well as any absences or changes of the Tenant Emergency Response Team for their suite(s).
<p>Searchers (4 for full floor, 2 for ½ floor or smaller office)</p>	<ul style="list-style-type: none"> ▪ Ensures no one is left behind. ▪ Appointed by the tenant for each suite. 	<ul style="list-style-type: none"> ▪ Searches and evacuates all rooms in the assigned suite. ▪ Searches and evacuates common areas on the assigned floor. ▪ Informs the Floor Warden when assigned area is fully evacuated.
<p>Stairwell Monitors (2 for full floor, 1 for ½ floor or smaller office)</p>	<ul style="list-style-type: none"> ▪ Manages stairwell evacuation inside suites and common areas. ▪ Appointed by the tenant for each suite. 	<ul style="list-style-type: none"> ▪ Ensures that the stairwell door is not hot to the touch and there is no smoke in the stairwell. ▪ Holds the stairwell doors, keeps talking to a minimum, does not allow food and drink into the stairwell and ensures those evacuating stay on the right side of the stairwell. ▪ Directs traffic flow and encourages evacuees to remain calm and quiet.
<p>Elevator Monitors (2 for full floor, 1 for ½ floor or smaller office.</p>	<ul style="list-style-type: none"> ▪ Prevents use of elevators. ▪ Appointed by the tenant for each suite. 	<ul style="list-style-type: none"> ▪ Ensures that no one uses the elevators in an emergency. ▪ Redirects occupants to stairwells.

TENANT DIRECTORY AND SIGNAGE FORM

Company: _____

Suite/Floor: _____

Date: _____

Please list the name of your firm as you would like it to appear on the Directory Board in the **Elevator Lobby on your floor**. Due to the size limitation of the Directory Board, we ask that you limit your Directory Board listings to the firm name.

NAME

SUITE/FLOOR NUMBER

Please list the name of your firm as you would like it to appear **outside your office door**. Due to the size limitation of the Directory Board, we ask that you limit your Directory Board listings to the firm name.

NAME

SUITE/FLOOR NUMBER

***PLEASE RETURN THIS FORM TO DIVCO WEST.
301 Howard Street, SUITE 840***

SECURITY INFORMATION

BUILDING HOURS OF OPERATION

301 Howard Street is open **Monday through Friday** from **6:00 a.m. to 6:00 p.m.** (excluding holidays).

Access to 301 Howard Street is restricted to authorized individuals during the hours of 6:00 p.m. to 6:00 a.m.

TENANT ACCESS

During normal building hours (6:00 a.m. to 6:00 p.m.), elevator access to tenant floors will remain unlocked for convenient access. Tenants that wish to have their floors locked off during building hours will need to submit a request to Building Management once the Elevator destination dispatch system has been completed.

Outside of normal building hours (6:00 p.m. to 7:00 a.m.), access to the building and passenger elevators is controlled by a security card system. There is a card reader located on the exterior of the building at the main entry doors. All building occupants will be expected to utilize their building access cards for after-hours access to their authorized locations.

Persons wishing to access 301 Howard Street after-hours, without a building access card, must be listed on the after-hours access list. Upon arrival to the Building without prior access documentation on file, a phone call to the after-hours contact individual will be necessary.

In the event that a Building Access Card is lost or stolen, please notify the Building Office immediately. A \$25.00 charge will be billed according to the specific arrangement with tenants.

VENDORS AND CONTRACTORS

Vendors coming in after-hours or on the weekends are required to check in at the Main Lobby Security Console during non-business hours. Additionally, tenants must notify the Management Office by email (cmichaelis@divcowest.com and 301howard@divcowest.com) at least 24-hours in advance. When notifying the Management Office please include:

- Name of the company
- Date(s) they will be on-site
- Approximate time of arrival
- Brief description of the service provided by the vendor

Each vendor will need to have some form of identification to present to the guard on duty. The vendor will also need to provide a valid Certificate of Insurance to the Management Office prior to coming on-site. Insurance requirements are listed in [Policies & Procedures - Insurance Requirements](#).

Please note that the guard does not have the authority to let vendors or contractors into tenant spaces.

VISITOR ACCESS

Tenants of the building must alert Building Management of any visitors, clients or guests at least 24 hours in advance. Visitors are added to the building's Access List. Upon arrival, visitors are required to check in with Security and show a valid picture ID.

If a visitor is not included on the Access List, Security personnel will call the tenant's office for approval. If the contact gives verbal approval for the guest to have access to the tenant space, Security will register the guest and direct the visitor to the appropriate elevator bank.

PROPERTY REMOVAL

Any time furniture, computers, equipment, cartons, office supplies, etc. are removed from the Building; they must be accompanied by a Property Removal Pass to ensure that the items have been removed with the full knowledge and consent of the Tenant. A Property Removal Pass must be signed by an authorized employee and submitted to the Lobby Attendant upon removal. We recommend that only a limited number of persons in your organization be authorized to sign Property Removal Passes. Authorized personnel must provide a sample signature to the Building Office on the appropriate form found in this booklet.

LOCKED PREMISES

Building personnel are not authorized to open any locked area for Tenants. The Tenant must have a key to gain entry. If the key is forgotten or left at home, we are not authorized to let anyone into the space. Authorization for entry must be obtained from an authorized person.

KEYS

Additional keys may be obtained, for a fee, through the Building Office. For security reasons, keys must not be duplicated outside of the building.

STAIRWELLS

Stairwells are intended for emergency use only. Smoking is prohibited in the stairwells or anywhere else in the Building.

DELIVERIES

The Loading Dock is available Monday through Friday, 6:00 am – 6:00 pm. Tenants must prearrange all LARGE deliveries. If requested, Lobby Attendant will notify the Tenant that a delivery has arrived. The Lobby Attendant is not authorized to accept deliveries for any Tenant. The Building assumes no responsibility for the condition of goods received on behalf of the Tenant. The Loading Dock is reserved for incoming and outgoing deliveries only, and no personal vehicles will be permitted to park in that area. Please advise all vendors that in order to avoid unnecessary congestion, they should not bring a vehicle in if the delivery can be hand carried. Your cooperation concerning the Loading Dock is appreciated.

AFTER HOUR FOOD DELIVERIES

Persons ordering food deliveries after usual building hours must come to the Lobby to pick up the order. The Lobby Attendant will call your office when the delivery person arrives.

NON-SMOKING BUILDING

Smoking is only allowed 20 feet away from any building entryway.

BIKE POLICY

There is a secured Bicycle Storage Room located on the basement level at 301 Howard Street. The Bicycle Storage Room will accommodate up to 50 bicycles that also includes a bicycle repair and pump station. Access to the secured Bicycle Storage Room will be controlled by a card reader. Tenants must submit a completed Bicycle Storage Waiver before access is provided.

Bikes are prohibited in the main lobby and the passenger elevators at all times. Building Management will not enforce individual tenant rules regarding bikes in their suites. Any employee that is allowed by their employers to bring bikes into their premises must utilize the freight elevator. Each tenant representative will need to send the building office a list of their employees who should have authorization to bring their bike to their suite. As new employees are hired, this will need to be addressed during the access card activation process.

SERVICE ANIMALS

Animals are not allowed in the building unless they are directly related to assisting a tenant or visitor with a disability (i.e. a guide dog for the visually impaired, etc.).

GENERAL BUILDING INFORMATION

LOCATION

301 Howard Street Building is located in the heart of San Francisco's finest East Cut Financial district, between Fremont and Beale Streets. The address combines prestige with extraordinary accessibility. Commuters from Marin County, the East Bay and the Peninsula, as well as San Francisco, can travel to work via several forms of public or private transportation. 301 Howard Street is an easy walk to downtown's finest restaurants and shopping areas.

RENTAL REMITTANCE

Rent statements are sent to all Tenants by the first of each month. All checks should be made payable to **DW CAL 301 HOWARD, LLC** and mailed to:

**DW CAL 301 Howard, LLC
P.O. Box 743624
Los Angeles, CA 90074-3624**

HANDICAPPED ACCESSIBILITY

Restroom facilities are provided for handicapped persons on all floors. Please advise us of any special requirements for handicapped personnel.

LIFE SAFETY/FIRE PROTECTION

301 Howard Street is equipped with a comprehensive Fire/Life Safety System. Among the most important safety features is that the building is fully sprinklered and has pressurized elevator lobbies, smoke detectors, manual fire pull stations, and voice communication to every floor. In the event of a power outage, a diesel-powered generator provides emergency power to the Life/Safety Systems of the Building.

Shortly after your move-in you will be contacted by Building Management in order to arrange a meeting to review all emergency procedures for 301 Howard Street. At this meeting we will review emergency procedures to be initiated in the event of fire, earthquake, bomb threat or civil disturbance. We ask that you be prepared to appoint Floor Wardens to monitor your premises in accordance with the City's fire safety regulations.

FIRE SPRINKLER

Fire sprinklers are ceiling-mounted sprinklers with rapid-response heads dispersed throughout Tenant spaces and common areas.

CONTRACTORS

Prior to any contractor performing work in your office space, you must provide a current Certificate of Insurance to the Building Office and notify the Building Manager. This is done to keep Management informed of the presence of workers in the Building (for security) and to ensure that workers adhere to the

Building's Operations & Maintenance procedures. Please note that “contractors” include telephone vendors who are installing data and telephone communications.

JANITORIAL

The Building Office provides the following basic cleaning service:

1. Carpets: Routine vacuuming and spotting of carpets. An estimate will be given upon request for extensive spotting or for a full carpet extraction.
2. Dusting: To prevent disturbance of equipment and paperwork, we will not dust surfaces unless they are clear of papers and equipment.
3. Floors: Dust mop all resilient and composition floors with treated dust mops. Damp mop to remove spills and water stains as required. Spot clean resilient and composition floors as required
4. Trash Pick Up: Janitors dispose of trash contained inside of wastebaskets. Additional items will not be disposed of unless it is marked TRASH in large letters or a trash sticker (obtained from the Building Office) is placed on the item and the Management office is called and advised of the location of the additional trash.

Charges may be assessed for additional trash pickups.

E-WASTE

On a quarterly basis Building Management has arranged for an outside vendor to pick up e-waste at no cost to tenants.

SOLICITORS

Soliciting is prohibited on the premises. Please report solicitors to the Security Lobby Attendant or the Building Office immediately.

RULES AND REGULATIONS

A copy of the Building Rules and Regulations may be obtained at the Building Office.

LOCAL AMENITIES

301 Howard Street is located in one of the most desirable business locations in San Francisco. The Building is adjacent to scores of retail shops, business and financial services, world-famous restaurants, and luxury hotels. Public transit systems such as; MUNI, BART, and CALTRANS provide convenient and rapid access to all points of the San Francisco Bay Area.

RESTAURANTS-FINANCIAL DISTRICT

<u>Restaurant</u>	<u>Address</u>	<u>Cuisine</u>	<u>Telephone</u>
Town Hall	342 Howard Street	Southern-American	908-3900
Palomino	345 Spear Street	Italian	512-7400
International Smoke	301 Mission Street	American	543-7474
Roy's	575 Mission Street	Hawaiian Fusion	777-0277
Yank Sing	101 Spear Street	Chinese/Dim Sum	781-1111
Anchor & Hope	83 Minna Street	Seafood	501-9100
Prospect	300 Spear Street	American	247-7770

301 HOWARD STREET RETAIL SERVICES

The following retail tenants are located on the ground floor of the building and provide banking, brokerage and office services:

Joe & the Juice

HOTELS

Palace Hotel	2 New Montgomery Street	512-1111
W Hotel	181 3 rd Street	777-5300
Four Seasons	757 Market Street	633-3000
Courtyard Marriot	299 2 nd Street	947-0700